

**BOULT  
CUMMINGS  
CONNERS  
& BERRY<sub>PLC</sub>**

LAW OFFICES  
414 UNION STREET, SUITE 1600  
POST OFFICE BOX 198062  
NASHVILLE, TENNESSEE 37219

Henry Walker  
(615) 252-2363  
Fax: (615) 252-6363  
Email: [hwalker@bccb.com](mailto:hwalker@bccb.com)

TELEPHONE (615) 244-2582  
FACSIMILE (615) 252-2380  
INTERNET WEB <http://www.bccb.com/>

September 15, 2000

David Waddell  
Executive Secretary  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

**Re: Petition of MCI WorldCom to Enforce Interconnection Agreement  
Docket No. 99-00662**

Dear David.

Please accept for filing the original and thirteen copies of MCI WorldCom's Supplemental Response to BellSouth's Interrogatories and Request for Documents in the above-captioned proceeding. A copy has been forwarded to Guy Hicks, counsel for BellSouth Telecommunications, Inc.

Respectfully submitted,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By:

Henry Walker

HW/nl  
Enclosure  
cc: Parties

REC'D TN  
REGULATORY AUTH.  
00 SEP 15 PM 1 34  
OFFICE OF THE  
EXECUTIVE SECRETARY

POSTED  
9-18-00

**BEFORE THE TENNESSEE REGULATORY AUTHORITY  
NASHVILLE, TENNESSEE**

**IN RE:        PETITION OF MCI WORLDCOM TO ENFORCE INTERCONNECTION  
              AGREEMENT WITH BELL SOUTH  
              DOCKET NO. 99-00662**

---

**SUPPLEMENTAL RESPONSE OF MCI WORLDCOM TO BELL SOUTH'S  
INTERROGATORIES AND REQUEST FOR DOCUMENTS**

---

**INTERROGATORIES**

**INTERROGATORY NO. 7:**

Do you contend that there is a difference between the place where a call "terminates" for jurisdictional purposes and the place where a call "terminates" for reciprocal compensation purposes? If the answer to the foregoing is in the affirmative, please:

- (a) explain in detail the distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (b) state the date and describe the circumstances when MCI WorldCom first concluded that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes;
- (c) state the date and describe the circumstances when MCI WorldCom first stated publicly that there was a distinction between call termination for jurisdictional and reciprocal compensation purposes; and
- (d) identify all documents that refer or relate to or support a distinction between call termination for jurisdictional and reciprocal compensation purposes.

**RESPONSE:**

- (a) Yes. To the extent that "terminates for jurisdictional purposes" as used in the interrogatory refers to the end-to-end analysis of ISP-bound traffic as described in the FCC's February 26, 1999 "ISP Order," vacated by the D.C. Circuit in *Bell Atlantic v. FCC*, 206 F3d 1 (D.C. Cir. 2000), MCI

WorldCom answers that this purported “jurisdictional definition” of termination is both different from and irrelevant to the issue of where a call terminates for purposes of reciprocal compensation.

The FCC’s end-to-end analysis may be an appropriate method for determining whether a given communication is subject to intrastate or interstate jurisdiction. However, as both the D.C. Circuit and the TRA have recognized, that analysis is irrelevant to determining whether parties are obligated to pay reciprocal compensation for the exchange of ISP-bound traffic.

“Termination” for reciprocal compensation purposes is defined by industry custom and usage. A call to an ISP terminates when a connection is made to the called party, including an ISP, that has a local phone number associated with the local calling area. This definition comports fully with the FCC’s regulatory definition of termination in 47 C.F.R. § 51.701(d). It also comports with BellSouth’s understanding of the term as reflected in the company’s intrastate tariffs on file in Tennessee at the time of the Agreement. Furthermore, in an August 12, 1997 letter to competitive local exchange carriers, BellSouth expressly stated that it would not pay reciprocal compensation “for traffic terminated to an ESP [*i.e.* an ISP].”

- (b) MCI WorldCom does not believe that there is a concept of “jurisdictional termination” relevant to determining reciprocal compensation obligations. However, MCI WorldCom first became aware through the FCC’s February 26, 1999 ISP Order that the FCC was asserting that there is a concept of call termination for jurisdictional purposes – *i.e.*, the FCC’s end-to-end analysis used in that Order – that determines whether the 1996 Act affirmatively requires reciprocal compensation for calls to ISPs. MCI WorldCom disagrees with the FCC’s assertion.
- (c) In response to and since the FCC’s use of the end-to-end analysis in the February 26, 1999 ISP Order, MCI WorldCom has taken the position in a number of fora that the purported “jurisdictional termination” concept advanced by the FCC, *i.e.*, termination under the FCC’s end-to-end analysis – is distinct from termination for reciprocal compensation.
- (d) The full range of documents responsive to this interrogatory are too numerous to list here. Most relevant to this proceeding are the briefs that WorldCom filed in the D.C. Circuit challenge to the FCC’s ISP Order and briefs and memoranda that WorldCom and its affiliates have filed after February 26, 1999 in federal courts in actions arising under section 252(e)(6) of the 1996 Act – including for example Brooks Fiber’s memoranda filed in the federal court action entitled *BellSouth*

*Telecommunications, Inc. v. Brooks Fiber Communications of Tennessee, Inc. et al.*, No. 3098-0811 (M.D. Tenn.). Copies of *Brooks Fiber* documents have previously been served upon BellSouth.

**INTERROGATORY NO. 16:**

Identify the number of MCI WorldCom's total customers in Tennessee, and separately identify the number of those customers that are (1) Internet Service Providers ("ISPs"); and (2) business customers other than ISPs; and (3) residential customers.

**RESPONSE:**

During the first quarter of 1997, when the Interconnection Agreement was negotiated and signed, MCI Metro was operating under an "interim" Interconnection Agreement, had no residential customers, and an insignificant number of business customers. MCI Metro did not then (and does not now) differentiate between ISP customers and other business customers. MCI WorldCom's customer records available today do not show how many customers MCI Metro had in Tennessee during the first quarter of 1997.

**INTERROGATORY NO. 17:**

For the ISP customer identified in response to Interrogatory No. 16, state, on an annual basis since 1997, (a) the total amount billed by MCI WorldCom for service to those customers from inception of service to present; (b) the amounts of any credits, rebates, or adjustments given to such customers; and (c) the total amount of revenue collected from such customers, from inception of service to present.

**RESPONSE:**

See response to Interrogatory No. 16.

**INTERROGATORY NO. 18:**

Does MCI WorldCom own or have any interest in an ISP in Tennessee? Is MCI WorldCom affiliated in any way with an ISP in Tennessee (other than a customer relationship)? If so, explain in full the nature of such interests or affiliation and identify all documents that refer or relate to such interest or affiliation.

**RESPONSE:**

MCI Communications, the parent of MCI metro, sold a host of wholesale and retail internet access services at the time of the negotiation and signing of the

interconnection agreement in 1997 under the brand "internet MCI or iMCI." These services included internet backbone services to ISPs which enabled the ISP to connect to the internet as well as retail services to business and consumers. iMCI retail internet access services included MCI acting as an Internet Service Provider (ISP) to provide local dial-up internet access to consumers and businesses. iMCI business services included dedicated access to the internet and web hosting.

At the time of the merger with WorldCom, the iMCI business was sold to Cable and Wireless Plc. in October, 1998. As discussed in the FCC's Order, Docket 97-211 issued September 14, 1998, approving the merger application, this sale involved the transfer of assets, employees, ISP customers and retail customers. Therefore, records concerning the number of ISP customers in Tennessee; the total amount of revenue billed and collected from these ISP customers in Tennessee by iMCI are not readily available.

**INTERROGATORY NO. 19:**

If the response to Interrogatory No. 18 is in the affirmative, state the percentages of reciprocal compensation that MCI WorldCom is claiming in this proceeding that was generated from calls to ISPs owned by or affiliated with MCI WorldCom, or in which MCI WorldCom has an interest in Tennessee.

**RESPONSE:**

In this proceeding, MCI WorldCom is not seeking reciprocal compensation for any calls made during the period that the Interconnection Agreement was negotiated and signed (first quarter of 1997). To the extent, MCI WorldCom seeks compensation for such calls after the Agreement was signed, MCI WorldCom does not differentiate between calls to ISPs and calls to other customers. To the extent any such calls were made to an ISP affiliated with MCImetro, there were no such calls made after October, 1998, when the iMCI business was sold. See also response to Interrogatory No. 18.

**REQUESTS FOR PRODUCTION**

**REQUEST NO. 6:**

Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the amount of reciprocal compensation MCI WorldCom expected to receive from BellSouth.

**RESPONSE:**

No such documents exist.

**REQUEST NO. 7:**

Produce all documents that refer or relate to any projections, estimates, studies, calculations, or budgets developed by or on behalf of MCI WorldCom that reflect the volume of calls MCI WorldCom expected to receive from BellSouth customers to Internet Service Providers served by MCI WorldCom.

**RESPONSE:**

No such documents exist.

Respectfully submitted,

  
Henry Walker

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on the parties of record, via U.S. First Class Mail and/or Hand Delivery on this the 15<sup>th</sup> day of September, 2000.

Richard Collier, Esq.  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0500

Guy Hicks, Esq.  
BellSouth Telecommunications, Inc.  
333 Commerce St., Suite 2101  
Nashville, TN 37201-3300

Bennett L. Ross, Esq.  
BellSouth Telecommunications, Inc.  
Suite 4300, BellSouth Center  
675 W. Peachtree Street, NE  
Atlanta, GA 30375

  
Henry Walker